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13 Adam Endel, Dwight Neven, Jerry Thompson,
14 Rod Lightsey, Joni Drahos, Robert Anderson,
15 Gilbert Cunningham, Calvin Peck,
16 Arthur Neagle, Wes Radford,
17 and Steven MacArthur*

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19 IN THE UNITED STATES DISTRICT COURT
20
21 DISTRICT OF NEVADA

22 KEN LAKE,

23 Plaintiff,

24 vs.

25 E.K. McDaniel, et al.,

26 Defendants.

27) Case No. CV-N-03-0550-LRH (VPC)

28) STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE

29 It is hereby stipulated and agreed by and between Plaintiff Ken Lake, and Defendants
30 E.K. McDaniel, Adam Endel, Dwight Neven, Jerry Thompson, Rod Lightsey, Joni Drahos,
31 Robert Anderson, Gilbert Cunningham, Calvin Peck, Arthur Neagle, Wes Radford, and
32 Steven MacArthur, by and through counsel, Catherine Cortez Masto, Attorney General of the
33 State of Nevada, and Colleen E. Hemingway, Deputy Attorney General, that the Second
34 Amended Complaint in the above-captioned matter be dismissed with prejudice, pursuant to
35 Fed. R. Civ. P. 41(a)(1).

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CONCLUSION

This Stipulation is based upon settlement reached by the parties in this matter and attached to this stipulation as Exhibit A. Each party shall bear his own attorney's fees and costs.

SO STIPULATED.

Dated this 25 day of July 2007

Dated this 28 day of July 2007

CATHERINE CORTEZ MASTO
Attorney General

**KEN LAKE, #26356, In Pro Per
Ely State Prison
P.O. Box 1989
Ely, Nevada 89301**

By: 
COLLEEN E. HEMINGWAY
Deputy Attorney General
Litigation Division

Attorneys for Defendants

IT IS SO ORDERED. This matter is dismissed with prejudice.

Dated: August 2, 2007.

LARRY R. HICKS
UNITED STATES DISTRICT JUDGE

EXHIBIT A

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on the 25th day of July, 2007, between Ken Lake, ("Plaintiff") and E.K. McDaniel, et al. (Defendants").

On December 11, 2003, Plaintiff filed a lawsuit *Ken Lake v. E.K. McDaniel, et al.*, Case No. 3:03-cv-00550-LRH-VPC hereinafter ("lawsuit"), in the United States District Court for the District of Nevada against Defendants. Plaintiff alleges that Defendants violated the Eighth Amendment of the United States Constitution by improperly taking his medically prescribed asthma inhaler and withholding it for two consecutive days, during which time Plaintiff suffered an asthma attack. Defendants deny a violation of Plaintiff's Eighth Amendment rights occurred. By entering into this settlement Defendants do not admit liability.

CONSIDERATION

For and in consideration of all the agreements set forth below, the parties have agreed to a compromise settlement of these matters. Plaintiff acknowledges the sufficiency of the consideration he is receiving in exchange for his release of his claims as they are asserted, or could have been asserted, in the lawsuit and his agreement with respect to prosecution of the lawsuit.

OBLIGATIONS OF PLAINTIFF

Plaintiff agrees:

1. To dismiss the case of *Ken Lake v. E.K. McDaniel, et al.*, Case No. 3:03-cv-00550-LRH-VPC in its entirety with prejudice and sign a Stipulation for Dismissal with Prejudice to accomplish the same.

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2. To release and discharge Defendant and the Nevada Department of Corrections ("NDOC"), its director, employees, and agents, past and present, from all claims, damages or injuries asserted or which could have been asserted in the aforementioned lawsuit. Plaintiff accepts that the sum to be paid and the terms of this agreement include all damages both past and future as sustained by Plaintiff as alleged in the lawsuit.

3. Plaintiff acknowledges that he has not assigned the claims he is releasing to anyone and that he freely releases these claims at this time.

OBLIGATIONS OF DEFENDANTS

Defendant agrees to do the following:

1. Defendant agrees to pay Plaintiff the following amount: the sum of Three Hundred Seventy-Nine Dollars (\$379.00). This sum represents the complete settlement of Plaintiff's claims for costs and damages incurred, past, present and future, for injuries sustained as alleged in the lawsuit referred above.

2. The aforesaid sum of Three Hundred Seventy-Nine Dollars (\$379.00) will be deposited in Plaintiff's inmate trust 2 account and *will not be subject to deduction for amounts owing to NDOC as well as any statutory deductions otherwise applicable.*

3. Provide Plaintiff a Color Television.

APPLICABLE LAW

The parties agree that this Settlement Agreement will be construed in accordance with the laws of the State of Nevada and are to be interpreted as if drafted by both parties.

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AUTHORITY

The parties signing this Settlement Agreement in a representative capacity acknowledge and warrant that they have full authority to do so. Except as set forth herein, this stipulation contains the entire agreement between the parties hereto and no promise, inducement or representation other than herein set forth has been made, offered or agreed upon. The terms of this release are contractual and not a mere recital.

DATED this 25 day of July 2007.

K. Lake

KEN LAKE, #26356, In Pro Per
Ely State Prison
P. O. Box 1989
Ely, Nevada 89301

DATED this 26 day of July 2007.

CATHERINE CORTEZ MASTO
Attorney General

By: *[Signature]*

COLLEEN E. HEMINGWAY
Deputy Attorney General
Litigation Division
Attorneys for Defendants